

1 BILL NO. S-80-08-14

2 SPECIAL ORDINANCE NO. S-100-80

3
4 AN ORDINANCE ratifying a contract with
5 C.M.S. Roofing, Inc. for the repair of
6 the roof of the Traffic Engineering
7 Signal Complex.


8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
9 FORT WAYNE, INDIANA:

10 SECTION 1. That a certain contract, dated July 30,
11 1980, between the City of Fort Wayne, Indiana, by and through
12 its Mayor and Board of Public Works, and C.M.S. Roofing, Inc.
13 for the repair of the roof of the Traffic Engineering Signal
14 Complex, by removing present roofing from steel deck and in-
15 stalling new insulation and new built-up roof, at a cost of
16 \$11,617.00, which contract is on file in the Office of the
17 Board of Public Works and is by reference incorporated herein
18 and made a part hereof, be and the same hereby is ratified,
19 confirmed and approved.

20 SECTION 2. That this Ordinance shall be effective
21 upon passage and approval by the Mayor.

22 
23 COUNCILMAN

24 APPROVED AS TO FORM AND
25 LEGALITY AUGUST 22, 1980.

26 
27 JOHN E. HOFFMAN
28 City Attorney
29
30
31
32

Read the first time in full and on motion by Stier,
seconded by Talarico, and duly adopted, read the second time
by title and referred to the Committee Finance (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on , the day of
 , 19 , at o'clock M., E.S.T.

DATE: 8-26-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Stier,
seconded by Stier, and duly adopted, placed on its
passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>0</u>	<u> </u>	<u>1</u>	<u> </u>
BURNS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
EISBART	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
GiaQUINTA	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NUCKOLS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT, D.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT, V.	<u> </u>	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
SCHOMBURG	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
STIER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TALARICO	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 9-9-80

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) No. 2-100-80
on the 9th day of September, 19 80.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 10th day of September, 19 80, at the hour of
11:30 o'clock A M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 12th day of Sept,
19 80, at the hour of 10 o'clock A M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-08-14

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN
ORDINANCE ratifying a contract with C.M.S. Roofing Inc. for the
repair of the roof of the Traffic Engineering Signal Complex

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

JAMES S. STIER, CHAIRMAN

MARK GIAQUINTA, VICE CHAIRMAN

BEN EISBART

PAUL M. BURNS

DONALD J. SCHMIDT

9980
CONCURRED IN

DATE 9980 CHARLES W. WESTERMAN, CITY CLERK

Orig:

6764

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING
RATIFICATION

CONTRACT

69-120-12 7/30/80

This Agreement, made and entered into this 30 day of July, 1980

by and between ----- C.M.S. ROOFING, INC. -----

----- P.O. BOX 5380, FORT WAYNE, INDIANA 46895 -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to ~~the~~ Resolution No. 5883-80

~~XXXX~~ repair roof at the Traffic Engineering Operations Signal Complex located at 1730 S. Lafayette St. by removing all present roofing from steel deck and installing new insulation and new built-up roof.

by grading and paving the roadway to a width of ~~XXXXXXXXXXXX~~ feet with ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5883-80 attached hereto and by reference made a part hereof.

At the following prices:

Remove all roofing and insulation to steel deck. Dispose of same.

One thousand, five hundred and forty dollars and no cents

Install one layer of 1 13/16" Fiberglas Furi Board Insulation Mechanically fastened to steel deck. Over this mop solidly with hot steep asphalt and install a layer of 1 5/8" Fiberglas Roof Insulation.

Six thousand, six hundred and eighty-two dollars and no cents

The Built-up Roof to be Owens Corning Fiberglas 423 ICD. Four plies of OCF-PERMA-PLY R Glas Felts. Finish to be smooth.

Two thousand, three hundred and five dollars and no cents

Reflash at Walls According to Manufacturers recommendations.

Nine hundred dollars and no cents

Add Wood Blocking at Gutter and New Metal Edge.

One hundred and ninety dollars

TOTAL

Eleven thousand, six hundred and seventeen dollars and no cents

\$ 11,617.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-73 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5883-80 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before August 12, 1980 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19__ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19__

ATTEST:

Donald W. Garner Jr.
Corporate Secretary

C.M.S. Roofing

BY: Stanley H. Meek

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]
Robert Anderson-Jade
[Signature]

ATTEST:

[Signature]
Secretary and Clerk

Its Board of Public Works and Mayor.

approved as to form & legality
m

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

Improvement Resolution

~~FOR CURB AND SIDEWALK~~

ROOF REPAIR - TRAFFIC ENGR. OPERATIONS SIGNAL COMPLEX

No. **5883** - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
That it is deemed necessary to ~~improve~~ repair roof at the Traffic Engineering Operations Signal
Complex located at 1730 S. Lafayette St. by removing all present roofing from steel deck
and installing new insulation and new built-up roof.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder
will be to the general public of the City of Fort Wayne and that no special benefits
will accrue to any property owner adjoining said improvement or otherwise assessable
under said improvement. The cost of said improvement shall be paid 100% by the City of
Fort Wayne.

Adopted, this _____ day of _____

ATTEST:

Secretary & Clerk

BOARD OF PUBLIC WORKS:

[Signature]
[Signature]
[Signature]

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we C.M.S. ROOFING, INC.
as Principal, and the Indiana Insurance Company, Indianapolis, Indiana
, a corporation organized under the laws of the
State of Indiana, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of ELEVEN THOUSAND, SIX
HUNDRED AND SEVENTEEN DOLLARS AND NO CENTS-----
(\$11,617.00-----), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the 10 day of July, 19 80,
enter into a contract with the City of Fort Wayne to ~~construct~~

Resolution No. 5883-30

repair roof at the Traffic Engineering Operations Signal Complex located at 1730 S. Lafayette St. by removing all present roofing from steel deck and installing new insulation and new built-up roof.

at a cost of \$ 11,617.00-----, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

C.M.S. ROOFING, INC.
(Contractor)

BY: Stanley W. Muel

ITS: President

ATTEST:

Donald W. Gorman Jr.

(Title) Corporate Secretary

Indiana Insurance Company
Surety

*BY: Duane E. Lupke
Authorized Agent
(Attorney-in-Fact) Duane E. Lupke

*If signed by an agent, power of attorney must be attached

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

-----C.M.S. ROOFING, INC. -----
(Name of Contractor)

----- P.O. BOX 5380, FORT WAYNE, INDIANA 46895 -----
(Address)

a CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Indiana Insurance Company, Indianapolis, Indiana
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of ELEVEN THOUSAND, SIX HUNDRED AND SEVENTEEN DOLLARS AND NO CENTS-----
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 10th day of July, 1980, for the construction of:

Resolution No. 5883-80

To repair roof at the Traffic Engineering Operations Signal Complex located at 1730 S. Lafayette St. by removing all present roofing from steel deck and installing new insulation and new built-up roof.

at a cost of ELEVEN THOUSAND, SIX HUNDRED AND SEVENTEEN DOLLARS AND NO CENTS

(\$ 11,617.00 -----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three counter-
(number)
parts, each one of which shall be deemed an original, this 10th day of
July, 1980.

(SEAL)

ATTEST:

W. A. McDaniel, Jr.
(Principal) Secretary
Corporate.

C.M.S. ROOFING, INC.

Principal

BY

Stanley W. Madsen
(Title)

Box 5380 - Ft. Wayne, Ind. 46895
(Address)

Loddy Estel
Witness ag to Principal

4618 Central Dr.
(Address)

St. Wayne, Ind. 46825

Surety

BY

Duane E. Lupke
Attorney-in-Fact
(Authorized Agent)

Duane E. Lupke

Virginia Wilson
Witness as to Surety

Lupke-Rice Associates
(Address)

P.O. Box 10718

Ft. Wayne, Ind. 46853

Indianapolis, Indiana
(Address)

Lupke-Rice Associates,

Post Office Box 10718, Fort Wayne,
Indiana 46853

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

KNOW ALL MEN BY THESE PRESENTS, That Indiana Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint

Walter H. Lupke, Jr., Duane E. Lupke, Donald Coffey, Edward B. Rice, Walter Poogs,
of Fort Wayne and State of Indiana (Lowell K. Zeit, Virginia T. Axson)

its true and lawful Attorney(s)-in-Fact with full power and authority to sign, execute, seal and deliver any and all bonds and undertakings for and on its behalf as follows: NOT TO EXCEED THE SUM OF \$1,000,000.00.

This Power of Attorney revokes that issued on behalf of Bernice Chaffin, ETAL dated Febr and to bind the Corporation thereby as fully and to the same extent as if such bonds and undertakings were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article VI (10) of the By-laws of the Indiana Insurance Company, which reads as follows:

"ARTICLE VI (10). The President or any Vice President acting with the Secretary or any Assistant Secretary, shall have the power and authority to appoint Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory to the nature thereof, and at any time to remove any such Attorney-in-Fact and revoke the power and authority given to him. Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the corporation and to attach the Seal of the Corporation thereto any and all bonds and undertakings, and other writings obligatory to the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by an executive officer and sealed and attested by the Secretary or any Assistant Secretary."

IN WITNESS WHEREOF, Indiana Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary or Assistant Secretary, and its corporate seal to be hereto affixed this 29th day of February 19 80.

INDIANA INSURANCE COMPANY

ATTEST:

Hazel Anderson
Executive - Assistant Secretary

By

J. S. Faust
Vice President

STATE OF INDIANA)
COUNTY OF MARION) ss.

On this 29th day of February, A.D. 19 80, before me personally came J. S. Faust, to me known, who being by me duly sworn, did depose and say, that he resides in the City of Indianapolis, Indiana; that he is Vice-President of Indiana Insurance Company, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument in such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order. And said J. S. Faust

further said that he is acquainted with Hazel Anderson and knows him to be the ~~xxx xxx~~ Assistant Secretary of said Corporation; and that he executed the above instrument.

June 27, 1983

My Commission Expires

R. Andrew Findley
R. Andrew Findley Notary Public

STATE OF INDIANA)
COUNTY OF MARION) ss.

I, Hazel Anderson, the ~~xxx xxx~~ Assistant Secretary of Indiana Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Insurance Company, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Indianapolis, this 10th day of July, A.D., 19 80.

(Seal)



Hazel Anderson
Assistant Secretary



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY		COMPANIES AFFORDING COVERAGES	
Lupke-Rice Associates P.O. Box 718 Fort Wayne, IN 46801		COMPANY LETTER A	American Employers Insurance Co.
		COMPANY LETTER B	Indiana Insurance Company
NAME AND ADDRESS OF INSURED		COMPANY LETTER C	Commercial Union Insurance Co.
C. M. S. Roofing, Inc. P.O. Box 5380 Fort Wayne, IN 46895		COMPANY LETTER D	
		COMPANY LETTER E	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY	CLAIE505678	1/1/81	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$ 500	\$ 500
				\$250 deductible 100 100		
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$ 500
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	BACIE305986	1/1/81	BODILY INJURY (EACH PERSON)	\$ 250	
				BODILY INJURY (EACH ACCIDENT)	\$ 500	
				PROPERTY DAMAGE	\$ 100	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	14-023-101	1/1/81	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 5,000	\$ 5,000
C	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY OTHER	WCCIG750872	1/1/81	STATUTORY		
					\$ 100	(EACH ACCIDENT)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

For: Roof Repair at the Traffic Engineering Operations Signal Complex.
All Operations of the Insured

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER
City of Fort Wayne City-County Building One Main Street, Fort Wayne, Indiana 46802

DATE ISSUED July 10, 1980

Deanne E. Lupke
AUTHORIZED REPRESENTATIVE
LUPKE-RICE ASSOCIATES
Lupke-Rice Associates

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, all CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER, 1980.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	15.00	55¢	1.25			3if
BOILERMAKER	S	14.25	1.27½	1.00		3¢	
BRICKLAYER	S	13.11	67	80		2	6if
CARPENTER (BUILDING) (HIGHWAY)	S	11.80	70	6¢		2	4if
	S	11.93	70	70		5	2if
CEMENT MASON	S	11.85	75	80		2	
ELECTRICIAN	S	14.05	55	3¢+50¢		6	18if
ELEVATOR CONSTRUCTOR	S	12.33	1.04½	62	8¢	3½	
GLAZIER	S	11.39		25	40	4	25cholid
IRON WORKER	S	13.35	1.00	1.60		4	25cannuit 2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS	9.35-10.35	85	75		9	
	US						
	S-US-SS						
LATHER	S-SS	9.00-9.85	85	75		9	
	US						
	S-US-SS						
MILLWRIGHT & PILEDRIVER	S	12.33		80		1	3if
	S						
	S						
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS	9.40-14.00	75	90		10	
	US						
	S-SS-US						
PAINTER	S-SS-US	9.29-12.44	75	65		10	
	S-SS						
	US						
PLASTER	S	10.70-11.70	60	1.00		12	6misc.
	S						
	S						
PLUMBER & STEAMFITTER	S	14.48	85	90		7	7if
	S						
	S						
MOSAIC & TERRAZZO GRINDER	S	9.50-11.50					
	S						
	S						
ROOFER	S	12.90		40			
	S						
	S						
SHEETMETAL WORKER	S	13.93	72	77		14	6 sasm 15if
	S						
	S						
TEAMSTER (BUILDING)	S-SS	10.60-11.55	39.50	41.00			
	US						
	S-US						

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF June, 19 80

Ch. Platter
REPRESENTING GOVERNOR, STATE OF INDIANA

W. M. Rie
REPRESENTING THE AGGREGING AGENT.

Frank W. Rie
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including actions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

TITLE OF ORDINANCE Special Ordinance Roof Repair Resolution 5883 90

4943

CMS Roofing Inc.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE

S-80-08-14

Repair roof at the Traffic Engineering Operations Signal Complex located
at 1730 S. Lafayette St by removing all present roofing from steel deck
and installing new insulation and new built-up roof.

Contract attached

EFFECT OF PASSAGE Prevent future water damage to building, equipment &
and materials

EFFECT OF NON-PASSAGE Equipment and materials in building will be damaged by water if
roof is not repaired.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$11 617.00

Paid by City under account 402-010-006-4251

(Repairs of Buildings & Structures)

ASSIGNED TO COMMITTEE

Finance